

1 COZEN O'CONNOR

2 Valerie D. Rojas (State Bar No. 180041)

3 vrojas@cozen.com

4 601 South Figueroa Street, Suite 3700

5 Los Angeles, CA 90017

6 Telephone: (213) 892-7965

7 Facsimile: (213) 784-9076

8 Counsel for Plaintiff SCOTTSDALE

9 INSURANCE COMPANY

10 Saied Kashani (State Bar No. 144805)

11 saiiedkashani@gmail.com

12 800 W 1st Street Suite 400

13 Los Angeles, CA 90012

14 Telephone: (213) 625-4320

15 Counsel for Defendants

16 VIVERA PHARMACEUTICALS, INC.

17 and PAUL EDALAT

18 **UNITED STATES DISTRICT COURT**

19 **CENTRAL DISTRICT OF CALIFORNIA – SOUTHERN DIVISION**

20 SCOTTSDALE INSURANCE
21 COMPANY, an Ohio corporation,

22 Plaintiff,

23 v.

24 VIVERA PHARMACEUTICALS,
25 INC., a Delaware corporation,

and

PAUL EDALAT,

Defendants.

} Case No.:
} 8:22-cv-01191-DOC-KES _____

} **JOINT RULE 26(f) REPORT**

} The Hon. David O. Carter

} DATE: October 17, 2022

} TIME: 8:30 a.m.

} COURTROOM: 10A

Plaintiff Scottsdale Insurance Company (“Scottsdale”) and Defendants Vivera Pharmaceuticals, Inc. (“Vivera”) and Paul Edalat (“Edalat” or, together with Vivera,

1 “Defendants”) hereby submit this Joint Report pursuant to 26(f) of the Federal Rules
2 of Civil Procedure and Local Rule 26-1.

3 **I. CONFERENCE**

4 On September 29, 2022, Scottsdale and Defendants, by and through their
5 respective counsel, met and conferred via email as required by F.R.C.P. 26(f) and
6 Local Rule 26-1. The parties also discussed this Court’s Order of September 20, 2022.
7 The following are the results of their discussions.

8 **II. STATEMENT OF THE CASE**

9 **Scottsdale’s Position:**

10 This is an insurance coverage action in which Scottsdale seeks various
11 declarations relating to whether there is coverage for a lawsuit captioned *Vivera*
12 *Pharmaceuticals, Inc. v. GD Laboratory Consulting, LLC, et al.*, Lead Case No. 30-
13 2021-01207052-CU-CO-CJC (Superior Ct. Orange Cnty., Cal.) (the “Underlying
14 Action”) under Business and Management Indemnity insurance policy No.
15 EKS3342799 that Scottsdale issued to Vivera effective for the period from August 7,
16 2020 to August 7, 2021 (the “Policy”). Specifically, Scottsdale seeks the following
17 declarations: (1) Defendants have breached the Policy’s “Cooperation Clause” and
18 Scottsdale has been prejudiced as a result; (2) the Policy’s “Contractual Liability
19 Exclusion” bars coverage under the Policy for Vivera; (3) the wrongdoing alleged
20 against Edalat in the Underlying Action is in a uninsured capacity; (4) the Policy’s “IP
21 Exclusion” bars coverage under the Policy for Vivera; (5) the Policy’s “Property
22 Damage Exclusion” bars coverage under the Policy for the Underlying Action; (6) the
23 Policy’s “Prior and Pending Exclusion” bars coverage under the Policy for the
24 Underlying Action; (7) the Policy’s “Interrelated Wrongful Acts Exclusion” bars
25 coverage under the Policy for the Underlying Action; and (8) the Policy’s “Warranty
26 Exclusion” bars coverage under the Policy for the Underlying Action.

27 Defendants deny that Scottsdale is entitled to the relief it seeks, and filed a
28 Counterclaim for breach of contract and breach of the covenant of good faith and fair

1 dealing. Scottsdale denies that Defendants are entitled to the relief that they seek in
2 the Counterclaim.

3 **Defendants' Position:**

4 Scottsdale accepted the defense of its insureds Vivera and Paul Edalat in the
5 underlying case subject to a reservation of rights. The underlying case involves both
6 the insureds' claims against the other side (GD et al) and GD et al's claims against the
7 insureds. Scottsdale appointed defense counsel to defend against GD's claims. The
8 insureds have their own separate paid counsel to prosecute the insureds' claims.

9 Defendants contend Scottsdale's appointed defense counsel have been "slow-
10 walking" the defense while Scottsdale disputes coverage in this federal action, and
11 moreover that appointed counsel has been abdicating its duty to defend to Vivera's
12 separate paid counsel. In other words, defendants contend Scottsdale's paid counsel
13 has been doing little or nothing to defend the case and instead relying on the insureds'
14 separate paid counsel both to prosecute the affirmative claims and to establish the
15 defenses. Scottsdale disputes these contentions.

16 Defendants further contend that Scottsdale's demanded schedule for this case,
17 which includes, for example, conclusion of all discovery within 6 months or so, is
18 designed to exert pressure on defendants and force them to expend resources they do
19 not have defending this federal action instead of the underlying case. Defendants
20 request this Court to reject Scottsdale's overly-rapid schedule in its entirety and adopt
21 defendants' proposed schedule. For example, Scottsdale demands a trial in October
22 2023, which is only one year from now, and presumably not realistic based on this
23 Court's schedule.

24 Defendants also contend that whether or not subject matter jurisdiction is
25 technically met, this lawsuit involves entirely State law issues and implicates
26 proceedings in State court, and simply does not belong in federal court. Defendants
27 contend Scottsdale intentionally filed this suit in federal court in bad faith in order to
28 increase the costs and burdens on its insureds and hoping its insureds would lack to

1 resources to contest a federal case. To that end, Scottsdale already tried
 2 unsuccessfully to take its insureds' default in this case. There is simply no good
 3 reason why Scottsdale should not have filed this case in State court, specifically, in the
 4 same court which is already hearing the underlying case.

5 In response, defendants point out that Scottsdale has already accepted the
 6 defense pursuant to a reservation of rights. Defendants contend Scottsdale is not
 7 entitled to any relief and has brought this action in bad faith. Among other issues,
 8 defendants point out that Scottsdale was on notice of issues or potential issues
 9 disclosed in the policy application, including facially inconsistent and incomplete
 10 responses to questions, but issued the policy nonetheless without any investigation.
 11 Defendants contend the current action is an attempt at post-claim underwriting.
 12 Scottsdale also filed its insured's confidential financial information in public court and
 13 then failed to promptly obtain a seal of the same despite notice from the insureds. As
 14 a direct result, the insureds were harmed.

15 Defendants further contend Scottsdale's action puts its insureds in the untenable
 16 position of making arguments that advance the underlying case against the insureds in
 17 order to refute Scottsdale's claims. Accordingly, Scottsdale's affirmative case should
 18 be stayed under Montrose Chemical Corp. v. Superior Court, 6 Cal. 4th 287 (1993).
 19 To take just one example, Scottsdale's contention of "non-cooperation" is based on its
 20 contention that the insureds are not cooperating with their appointed defense counsel
 21 in the underlying case. To disprove this contention, insureds would have to depose
 22 and take discovery *from their own lawyers* in the underlying case, including as their
 23 counsel's tactics and impressions of their client, *while the case is ongoing*. This alone
 24 is grounds to stay Scottsdale's declaratory relief action.

25 Defendants also contend this lawsuit is a quintessentially State-law dispute and
 26 Scottsdale should have filed in in State court. Defendants contend Scottsdale filed
 27 this case in federal court primarily to increase costs and burdens on their insureds and

1 to force their insureds to litigate in two different courts (the underlying action is
2 pending in State court).

3 Defendants also contend Scottsdale is obligated to pay for Cumis counsel for its
4 insureds.

5 Defendants deny that Scottsdale is entitled to the relief that it seeks, and filed a
6 Counterclaim for breach of contract and breach of the covenant of good faith and fair
7 dealing. If Scottsdale's declaratory relief action is stayed under Montrose, defendants
8 contend their bad faith action should proceed or could, alternatively, be remanded to
9 State court to proceed. Scottsdale denies that Defendants are entitled to the relief that
10 they seek in the Counterclaim.

11 **III. LEGAL ISSUES**

12 **Scottsdale's Position:**

13 1. Whether Defendants have breached the Policy's "Cooperation Clause";

14 2. Whether Scottsdale has been prejudiced as a result of Defendants alleged
15 breach of the "Cooperation Clause";

16 3. Whether the "Contractual Liability Exclusion" bars coverage for Vivera
17 under the Policy;

18 4. Whether the Underlying Action alleges Edalat committed a "Wrongful
19 Act" within the scope of coverage of the Policy;

20 5. Whether the "IP Exclusion" bars coverage for Vivera under the Policy;

21 6. Whether the "Property Damage Exclusion" bars coverage for the
22 Underlying Action under the Policy;

23 7. Whether the "Prior and Pending Exclusion" bars coverage for the
24 Underlying Action under the Policy;

25 8. Whether the "Interrelated Wrongful Acts Exclusion" bars coverage for
26 the Underlying Action under the Policy;

27 9. Whether the "Warranty Exclusion" bars coverage for the Underlying
28 Action under the Policy;

- 1 10. Whether Scottsdale has breached the Policy; and
- 2 11. Whether Scottsdale breached the covenant of good faith and fair dealing.

3 **Defendants' Position:**

4 **A. Scottsdale's affirmative case**

5 1. Whether Defendants have breached the Policy's "Cooperation Clause";
6 2. Whether Scottsdale has been prejudiced as a result of Defendants alleged
7 breach of the "Cooperation Clause";

8 3. Whether the "Contractual Liability Exclusion" bars coverage for Vivera
9 under the Policy;

10 4. Whether the Underlying Action alleges Edalat committed a "Wrongful
11 Act" within the scope of coverage of the Policy;

12 5. Whether the "IP Exclusion" bars coverage for Vivera under the Policy;

13 6. Whether the "Property Damage Exclusion" bars coverage for the
14 Underlying Action under the Policy;

15 7. Whether the "Prior and Pending Exclusion" bars coverage for the
16 Underlying Action under the Policy;

17 8. Whether the "Interrelated Wrongful Acts Exclusion" bars coverage for the
18 Underlying Action under the Policy;

19 9. Whether the "Warranty Exclusion" bars coverage for the Underlying
20 Action under the Policy;

21 10. Whether Scottsdale was on notice of potential underwriting issues from
22 the application or otherwise and thus is barred from "post-claim underwritting" at this
23 time.

24 11. Whether Scottsdale's appointed defense counsel are "slow-walking" the
25 defense of the insureds while this declaratory relief action is pending or otherwise
26 failing to provide a proper defense.

27 12. Whether the Scottsdale action is subject to a Montrose stay at this time.

1 13. Whether Scottsdale has directly or indirectly imposed an improper limit
2 on defense expenditures less than the policy limit.

3 **B. Vivera's counterclaim**

4 14. Whether Scottsdale has breached the Policy

5 15. Whether Scottsdale breached the covenant of good faith and fair dealing.

6 16. Damages and attorney fees to which insureds may be entitled

7 17. Whether Scottsdale is obligated to pay for Cumis counsel for its insured

8 **IV. DAMAGES**

9 Scottsdale seeks attorneys' fees, costs, and the following declarations in this
10 lawsuit:

11 1. declaring that the Insureds have breached the Cooperation Clause, that
12 Scottsdale has been prejudiced by the Insureds' breach of the Cooperation Clause and
13 that, as a result, there is no coverage for the Underlying Action under the Policy,
14 Scottsdale has no duty to defend or indemnify the Insureds in connection with the
15 Underlying Action, and Scottsdale is entitled to recoup from the Insureds any amounts
16 it has paid in defense of the claims asserted against the Insureds in the Underlying
17 Action;

18 2. declaring that the Contractual Liability Exclusion bars coverage under the
19 Policy for Vivera, in whole or in part, with respect to the claims asserted against
20 Vivera in the Underlying Action and, as a result, Scottsdale has no duty to defend
21 and/or indemnify Vivera in connection with the Underlying Action;

22 3. declaring that the Underlying Cross-Complainants allege certain
23 wrongdoing allegedly committed by Edalat in his personal capacity as a member of
24 Focal Point that is not brought against him in an insured capacity and does not
25 constitute a Wrongful Act within the scope of coverage of the Policy and, as a result,
26 Scottsdale has no duty to indemnify Edalat in connection with any liability for such
27 wrongdoing in the Underlying Action;

28 4. declaring that the IP Exclusion bars coverage under the Policy for Vivera,

1 in whole or in part, with respect to the claims asserted against Vivera in the
2 Underlying Action and, as a result, Scottsdale has no duty to defend and/or indemnify
3 Vivera in connection with the Underlying Action, and Scottsdale is entitled to recoup
4 from Vivera any amounts it has paid in defense of the claims asserted against Vivera
5 in the Underlying Action;

6 5. declaring that the Property Damage Exclusion bars coverage under the
7 Policy for the Insureds, in whole or in part, with respect to the claims asserted against
8 the Insureds in the Underlying Action and, as a result, Scottsdale has no duty to
9 defend and/or indemnify the Insureds in connection with the Underlying Action, and
10 Scottsdale is entitled to recoup from the Insureds any amounts it has paid in defense of
11 the claims asserted against the Insureds in the Underlying Action;

12 6. declaring that the Prior and Pending Exclusion bars coverage under the
13 Policy for the Insureds with respect to the claims asserted against the Insureds in the
14 Underlying Action and, as a result, Scottsdale has no duty to defend or indemnify the
15 Insureds in connection with the Underlying Action, and Scottsdale is entitled to
16 recoup from the Insureds any amounts it has paid in defense of the claims asserted
17 against the Insureds in the Underlying Action;

18 7. declaring that the Interrelated Wrongful Acts Exclusion bars coverage
19 under the Policy for the Insureds with respect to the claims asserted against the
20 Insureds in the Underlying Action and, as a result, Scottsdale has no duty to defend
21 and/or indemnify the Insureds in connection with the Underlying Action, and
22 Scottsdale is entitled to recoup from the Insureds any amounts it has paid in defense of
23 the claims asserted against the Insureds in the Underlying Action; and

24 8. declaring that the Warranty Exclusion bars coverage under the Policy for
25 the Insureds with respect to the claims asserted against the Insureds in the Underlying
26 Action and, as a result, Scottsdale has no duty to defend or indemnify the Insureds in
27 connection with the Underlying Action, and Scottsdale is entitled to recoup from the

1 Insureds any amounts it has paid in defense of the claims asserted against the Insureds
2 in the Underlying Action.

3 Defendants seek compensatory and punitive damages, attorneys' fees, costs, and
4 the following declarations in their Counterclaim:

5 1. an order prohibiting Scottsdale from withdrawing the defense or
6 imposing any limit other than the policy limit to defense expenditures;

7 2. an order directing Scottsdale to provide a vigorous defense and for
8 appointed counsel to stop "slow-walking" the defense while Scottsdale disputes
9 coverage, and for appointed counsel to stop abdicating its defense duties to Vivera's
10 paid counsel.

11 3. a *Montrose* stay of this action; and

12 4. an order directing Scottsdale to pay for *Cumis* counsel.

13 5. Damages for Scottsdale's bad faith, including for Scottsdale's public
14 disclosure of Vivera's confidential financial information and failure, apparently to
15 date, to obtain a seal of said information.

16 **V. INSURANCE**

17 This is a declaratory relief action and counterclaim seeking judicial
18 determination of Scottsdale's defense and indemnity obligations to Defendants under
19 the Policy. The counterclaim seeks damages for bad faith.

20 **VI. MOTIONS**

21 **Scottsdale's Position:**

22 Scottsdale does not anticipate the filing of a motion to seek to add parties or
23 claims, to amend pleadings, to dismiss for lack of jurisdiction, or to transfer venue.
24 Scottsdale anticipates filing a motion for summary judgment after the completion of
25 some discovery.

26 **Defendants' Position:**

27 Defendants anticipate filing a motion to stay this coverage action, a motion to
28 appoint and require Scottsdale to pay for Cumis counsel, and potentially a motion to

1 dismiss for lack of subject matter jurisdiction, and Scottsdale anticipates opposing
2 Defendants' motions. As to subject matter jurisdiction, Scottsdale is apparently part
3 of Nationwide Insurance and investigation is needed as to whether Nationwide can be
4 considered a resident for California for purposes of subject matter jurisdiction.

5 Vivera may seek to implead its broker on a cross-claim for indemnity, however,
6 such a cross-claim itself presents Montrose issues.

7 **VII. COMPLEXITY**

8 The parties do not believe that this is a complex case and the procedures set
9 forth in the manual for Complex Litigation are not required.

10 **VIII. STATUS OF DISCOVERY**

11 The parties have not yet engaged in discovery. Scottsdale proposes that the
12 parties exchange Initial Disclosures on or before November 1, 2022. Defendants
13 propose that the parties exchange Initial Disclosures on or before January 3, 2023
14 (assuming the matter is not stayed).

15 **IX. DISCOVERY PLAN**

16 ***FRCP 26(f)(3)(A)*:** No changes to the timing, form or requirements of Rule
17 26(a) need to be made, apart from the date for exchange of Initial Disclosures as
18 indicated above.

19 **Scottsdale's Position:**

20 Discovery will include depositions of key witnesses (including but not limited
21 to Edalat, a 30(b)(6) deposition of Vivera, and the broker(s) who assisted Vivera in the
22 procurement of the Policy), interrogatories, document requests, and requests for
23 admission. Discovery also may include subpoenas to third parties, including but not
24 limited to Focal Point Laboratories, LLC; ABS45, LLC; GD Laboratory Consulting,
25 LLC; and the broker(s) who assisted Vivera in the procurement of the Policy.

26 **Defendants' Position:**

27 Defendants contend discovery should be stayed and not commence until
28 defendants' motion for Montrose stay is heard and decided.

1 Defendants will seek discovery of Scottsdale's underwriter and as to the
2 underwriting process for this policy, and communications between Scottsdale and the
3 appointed counsel, and the adjuster. If the claim is not stayed, defendants will also
4 have to seek discovery *from their own appointed counsel* in the underlying case to
5 disprove Scottsdale's claim of "non-cooperation". This is another reason why a
6 Montrose stay is appropriate.

7 **FRCP 26(f)(3)(B):** Discovery will be needed on the claims and defenses in this
8 action.

9 **Scottsdale's Position:**

10 Scottsdale believes that discovery should be bifurcated as between the coverage
11 claims (i.e., Scottsdale's claims for declaratory judgment and Defendants' claim for
12 breach of contract) and the bad-faith claim because bifurcation of discovery between
13 those issues will streamline discovery in this action. In the event that the Court would
14 conclude that there is no coverage for the Underlying Action under the Policy, there
15 would be no need to engage in expensive and time consuming bad-faith discovery or
16 for the Court to resolve discovery disputes relating to bad-faith discovery.

17 Scottsdale proposes a non-expert discovery deadline of May 26, 2023.

18 **Defendants' Position:**

19 In the event Scottsdale's declaratory relief action is not stayed, defendants
20 contend discovery should not be bifurcated. Bifurcation will simply double effort and
21 costs (which is perhaps Scottsdale's goal). For example, discovery of Scottsdale's
22 underwriting process is necessary both for coverage (to determine that Scottsdale was
23 on notice of the issues it now claims were not disclosed in the application) and bad
24 faith (if Scottsdale was on notice, then it is now bad faith for Scottsdale to attempt to
25 avoid coverage based on the application).

26 Defendants submit this schedule is not possible, particularly as defendants have
27 limited resources *and must defend the underlying action while defending this action as*

1 well. Defendants contend non-expert discovery should be concluded by May 26,
2 2024.

3 **FRCP 26(f)(3)(C):** The parties agree that electronically stored information may
4 be produced as electronic .pdf files or in paper form, unless otherwise justified that
5 such documents be produced in a particular form.

6 **FRCP 26(f)(3)(D):**

7 **Scottsdale's Position:**

8 Scottsdale proposes that the Federal Rule of Evidence ("FRE") 502(b) govern
9 any inadvertent disclosure of privileged information. The parties agree the Court
10 should issue an order pursuant to FRE 502(d), providing that any disclosure of
11 privileged information between or among the parties in this action shall not act as a
12 waiver of privilege in any other proceeding. See discussion below relating to FRCP
13 26(f)(3)(F) and protective order.

14 **Defendants' Position:**

15 Defendants point out Scottsdale has already "blown" this rule by filing,
16 publicly, Vivera's confidential financial information.

17 **FRCP 26(f)(3)(E):** No changes should be made to the limitations on discovery.

18 **FRCP 26(f)(3)(F):** Discovery in this case may encompass confidential,
19 proprietary, trade secret and/or otherwise protected information ("Private
20 Information") pertaining to parties and non-parties to this lawsuit, including, but not
21 limited to, private and confidential medical, financial and other personal information.
22 To the extent that Private Information, if any, can be redacted prior to submission to
23 the Court, the parties will protect such information by redaction. If redactions are not
24 possible or practical (for example, if such information is voluminous), then the parties
25 intend to submit to the Court a stipulated protective order for protection of this
26 information if it is deemed necessary.

1 **X. EXPERT DISCOVERY**

2 **Scottsdale's Position:**

3 Scottsdale contends the parties should designate trial experts and provide
4 related reports pursuant to F.R.C.P. 26(a)(2) by June 5, 2023, rebuttal experts and
5 provide related reports by July 3, 2023 and an expert witness discovery cut-off of July
6 31, 2023.

7 **Defendants' Position:**

8 Defendants contend Scottsdale's proposed schedule is impossible for defendants
9 to meet while also defending the underlying action (and dealing with a reluctance to
10 work on the part of Scottsdale's appointed counsel). The appropriate schedule should
11 be:

12 Disclosure of experts: June 5, 2024

13 Reports and rebuttal: August 3, 2024

14 Expert discovery: September 15, 2024

15 **XI. DISPOSITIVE MOTIONS**

16 The parties anticipate filing cross-motions for summary judgment and/or partial
17 summary judgment. Scottsdale believes that all of the coverage issues that are the
18 subject of its Complaint for Declaratory Judgment are legal issues that are appropriate
19 for the Court to resolve. Defendants will move for a Montrose stay and payment of
20 Cumis counsel.

21 **XII. ALTERNATIVE DISPUTE RESOLUTION (“ADR”) PROCEDURE**
22 **SELECTION**

23 **Scottsdale's Position:**

24 Scottsdale proposes participation in private mediation or a court-ordered
25 settlement conference.

Defendants' Position:

Defendants reject private mediation because they cannot afford to pay for a private mediator on top of all the other expenses Scottsdale has created for them. Defendants propose Local Rule Option 2.

XIII. SETTLEMENT EFFORTS

Counsel for the parties have previously engaged in informal settlement discussions in the Underlying Action, which were unable to resolve the issues in the present action.

XIV. PRELIMINARY TRIAL ESTIMATE

The parties estimate that trial will take approximately five days.

Defendants' Position:

Defendants have requested a jury to which they are entitled on their bad faith claims.

XV. TRIAL COUNSEL

Scottsdale will be represented by Valerie Rojas of Cozen O'Connor at trial and Sabrina Haurin of Bailey Cavalieri LLC, whose *pro hac vice* motion will be filed with the Court shortly. Defendants will be represented by Saied Kashani.

XVI. INDEPENDENT EXPERT OR MASTER

Not applicable.

XVII. OTHER ISSUES

This matter is currently in its preliminary stages. At this time, the parties are not aware of any other issues that may affect the status or management of this case.

DATED: October 3, 2022

COZEN O'CONNOR

/s/ Valerie D. Rojas
Valerie Rojas
Attorneys for Plaintiff
SCOTTSDALE INSURANCE COMPANY

1
2 **SAIED KASHANI**
3

4 Saied Kashani
5 Attorney for Defendants
6 VIVERA PHARMACEUTICALS, INC.
7 and PAUL EDALAT
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A**PROPOSED SCHEDULE OF PRETRIAL AND TRIAL DATES**

CASE NAME: *Scottsdale Insurance Company v. Vivera Pharmaceuticals Inc. and Paul Edalat*

CASE NO.: 8:22-cv-01191-DOC-KES

Matter	Deadline	Date proposed by Scottsdale	Date proposed by Defendants/insureds
Last Day to File Motions to Add Parties and Amend Pleadings	Scheduling Conference Date plus 60 Days	Dec. 16, 2022	Feb. 15, 2023 (these motions should await determination of proposed Montrose stay)
Fact Discovery Cut-Off	18 weeks before the Final Pretrial Conference (“FPTC”)	May 22, 2023	May 26, 2024 (to allow time to resolve Montrose stay issue)
Last Day to Serve Initial Expert Reports	16 weeks before the FPTC	June 5, 2023	June 5, 2024
Last Day to File Motions (except <i>Daubert</i> and all other Motions <i>in Limine</i>)	16 weeks before FPTC	June 5, 2023	Aug. 3, 2024
Last Day to Serve Rebuttal Expert Reports	12 weeks before the FPTC	July 3, 2023	Sept. 15, 2024
Hearing on Motions (except <i>Daubert</i> and all other Motions <i>in Limine</i>)		July 10, 2023	October 10, 2024
Last Day to Conduct Settlement Proceedings	9 weeks before the FPTC	July 24, 2023	January 10, 2024
Expert Discovery Cut-	8 weeks before the	July 31, 2023	Sept. 15, 2024

1	Off	FPTC		
2	Last Day to File <i>Daubert</i> Motions	7 weeks before the FPTC	August 7, 2023	To be filed as a motion in limine with reference to the FPTC
3	Last Day to File Motions <i>in Limine</i> (other than <i>Daubert</i> Motions)	4 weeks before the FPTC	August 28, 2023	4 weeks before the FPTC
4	Last Day to File Memorandum of Contentions of Fact and Law, Witness List, and Joint Exhibit List	3 weeks before the FPTC	Sept. 4, 2023	3 weeks before the FPTC
5	Final Pre-Trial Conference (Monday)		September 25, 2023	January 10, 2025 or such later date as is convenient for the Court.
6	Trial (Tuesday)		Oct. 24, 2023	February 10, 2025 or such later date as is convenient for the court.

19
20
21
22
23
24 ///
25 ///
26 ///
27
28

1 Pursuant to Local Rule 5-4.3.4(a)(2)(i) of the Local Rules of the United States
2 District Court for the Central District of California, the filer hereby certifies that the
3 content of this document is acceptable to counsel for Plaintiff, and that counsel for
4 Plaintiff has given authorization to affix his electronic signature hereto.

5 Dated: October 3, 2022 COZEN O'CONNOR
6

7 By:/s/Valerie D. Rojas
8 Valerie D. Rojas
9 Attorneys for Defendant
Scottsdale Insurance Company

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28